

## **FIRE PROTECTION AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2024, between GARFIELD COUNTY, a political subdivision of the State of Utah (hereinafter referred to as “COUNTY”), and the BOULDER TOWN, a municipal corporation, (hereinafter referred to as “TOWN”).

### **WITNESSETH**

**WHEREAS**, the TOWN has fire protection needs in its own community, and needs an assurance of regular financing in order to properly fund adequate and effective fire-fighting equipment; and,

**WHEREAS**, the County has fire and rescue protection needs in the area surrounding the Town and a like need for proper equipment; and,

**WHEREAS**, both the Town and the County would benefit from cooperation in meeting these fire protection needs:

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, it is hereby mutually agreed as follows:

1. **TERM OF AGREEMENT:** The term of this agreement shall be from January 1, 2025 through December 31, 2034.
2. **AGREEMENT OF TOWN:** The Town hereby agrees to answer all fire/emergency calls and will respond to requests from the County outside the Town limits provided (1) that only those persons trained and designated by the Town will be permitted to respond. (2) That such response will not jeopardize Town’s ability to protect persons and property under its jurisdiction or otherwise perform its

mandated mission. This Agreement does not in any way abrogate any responsibility either of the parties has.

The Town will use all diligence in answering fire/emergency calls and extinguishing fires, and will use its best efforts to protect life and property within the areas described above. The Town will, to the best of its ability, keep its fire-fighting equipment in good order and repair. The Town shall account to the County annually as to the disposition of the county funds paid as provided for herein.

3. AGREEMENT OF COUNTY: The County will pay to the Town, for the fire protection described herein, in accordance with the plan adapted by Garfield County Commission for establishing a Garfield County Fire Department. Such plan establishes a county wide fund, which shall be distributed around the county in accordance with the formula adopted by the County Commission of November 27, 1995.

4. INDEPENDENT CONTRACTOR’S STATUS: The Town is an independent contractor under the terms of this Agreement, and the County shall not be liable in any manner for any loss or damage resulting from the negligence or carelessness of the Town in its performance under the terms of this Agreement. The Town shall obtain and maintain such insurance as it may need to protect it from claims. Funds paid by the County may be used for this purpose.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
Garfield County Commission Chair

ATTEST:

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Town Recorder

ATTEST:

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Garfield County Clerk